

***Minute Action***

AGENDA ITEM: 1

**Date:** October 7, 2009

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
4	C10080	JLM Towing Services, Inc. <i>Moises Serrano</i>	N/A
4	C10081	Roy & Dot's Trucking Specialties, Inc. <i>David McClure</i>	N/A
5	04-058-4	Parsons Transportation Group <i>Robert Sergeant</i>	

\*

*Approved  
 Board of Directors*

*Date: October 7, 2009*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

13	C09092-01	RMC Inc. <i>Jamal Salman</i>	DMJM Harris LSA Associates David Evans & Associates Earth Mechanics, Inc. Global Environmental Network Inc. LDP Design Group PQM, Inc.
14	C10019	Athalye Consulting Engineering Services, Inc. <i>Ashok Athalye</i> <i>David Tiberi</i>	MARRS Services David Evans & Associates Converse Consultants Arellano Associates
15	C03029-03	William and Yvonne Cheesman <i>William and Yvonne Cheesman</i>	None

**Financial Impact:** This item has no direct impact on the budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X		X	X	X	X	X		X			
<b>Brad Mitzelfelt</b> Board of Supervisors	X			X	X		X	X	X	X			
<b>Paul Biane</b> Board of Supervisors	X		X	X			X	X	X				
<b>Josie Gonzales</b> Board of Supervisors	X	X	X	X	X		X		X	X			
<b>Neil Derry</b> Board of Supervisors		X	X	X	X	X	X	X	X				
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X		X	X	X	X			
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X	X	X	X	X			
<b>Julie McIntyre</b> City of Barstow	X	X	X	X	X		X	X		X			
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X	X	X	X	X	X			
<b>Dennis Yates</b> City of Chino	X	X	X	X	X	X	X	X	X				
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X			X	X				
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	X	X	X	X	X			
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X	X	X	X			
<b>Bea Cortes</b> City of Grand Terrace	*	X	X	X	X	X	X	X	X				
<b>Mike Leonard</b> City of Hesperia	X	X		X	X		X	X	X				

X = member attended meeting. \* = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

brdat09.doc

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	X	X	X	X	X	X	X	*	X			
<b>Rhodes 'Dusty' Riggsby</b> City of Loma Linda	X	X	X	X	X	X	X	X		X			
<b>Paul Eaton</b> City of Montclair	X	X	X	X	*		X	X	X	X			
<b>Jeff Williams</b> City of Needles	X	X		X	X		X	X	X	X			
<b>Alan Wapner</b> City of Ontario	X	X	X	*	X		X	X	X	X			
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X			
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X			
<b>Grace Vargas</b> City of Rialto	*	X	X	X	X	X	X	X	X	X			
<b>Ed Scott</b> City of Rialto	X	X	X	X	X		X	*	X	X			
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X		X	X	X	X			
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X			
<b>John Pomierski</b> City of Upland	X	X	X		X	X	X	X	X				
<b>Ryan McEachron</b> City of Victorville	X	X	X	X	X	X	X	*	X	X			
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X			
<b>William Neeb</b> Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X			
<b>Ray Wolfe</b> Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X	X	X			

X = member attended meeting.  
brdatt09.doc

\* = alternate member attended meeting. Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X	X	X	X	X	X	X		X	X	X
<b>Brad Mitzelfelt</b> Board of Supervisors	X	X	X	X	X		X	X	X	X		
<b>Paul Biane</b> Board of Supervisors		X		X	X	X				X	X	
<b>Dennis Hansberger</b> Board of Supervisors	X	X		X	X		X	X	X		X	X
<b>Neil Derry</b> Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X		X	X	X	X	X	X	X	X		
<b>Jim Nehmens</b> City of Adelanto	X	X	X		X	X	X	X	X	X	X	X
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X	X	X	X	*	X	X	X
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X		X	X	X	X	X
<b>Lawrence Dale</b> City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
<b>Bill Jahn</b> City of Big Bear Lake	X	X			X	X	X	X		X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X		X	X	X	X	X		X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X		*				X	
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	*	*	X	X	X	X	X
<b>Mark Nuaimi</b> City of Fontana	X	X	X		X	X	X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
<b>Mike Leonard</b> City of Hesperia	X	X	X	X	X	X	X		X	X	X	X
<b>Larry McCallon</b> City of Highland	X	X	X		X	X	*	*	X	X	X	X

X = member attended meeting.

\* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Robert Christman</b> City of Loma Linda	X	X		X	X	X	X	X	X	X	X	X
<b>Rhodes 'Dusty' Riggsby</b> City of Loma Linda												
<b>Paul Eaton</b> City of Montclair	X	X	X	X	X	X	X	X	X	X	X	X
<b>Rebecca Valentine</b> City of Needles		X	X	X	X	X	X	X	X	X	X	X
<b>Paul Leon</b> City of Ontario	X	X	X	X	X	*	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X	X
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
<b>Grace Vargas</b> City of Rialto	X	X	X		X		X	*	X			X
<b>Patrick Morris</b> City of San Bernardino	X	X		X	X	X		X	X	X	X	X
<b>Jim Harris</b> City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
<b>John Pomierski</b> City of Upland	X	X	X		X	X		X	X			X
<b>Mike Rothschild</b> City of Victorville	X	X	X	X	X	X	X	X	X	X	X	X
<b>Ryan McEachron</b> City of Victorville												
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
<b>Chad Mayes</b> Town of Yucca Valley	X	X	*	*								
<b>William Neeb</b> Town of Yucca Valley					X	X	X	X	X	X	X	X
<b>Michael Perovich</b> Ex-Official Member	X	X		X	X	Karla Sutliff	Karla Sutliff	Karla Sutliff	Karla Sutliff			
<b>Ray Wolfe</b> Ex-Official Member										X	X	X

X = member attended meeting.

\* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** October 7, 2009

**Subject:** Procurement Report for August 2009

**Recommendation:**\* Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of August 2009.

**Financial Impact:** This item imposes no impact on the FY 2009/2010 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** This item has not received prior policy committee review.

**Responsible Staff:** William Stawarski, Chief Financial Officer

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

**PURCHASE ORDERS ISSUED FOR AUGUST 2009**

	Vendor	Purpose	Sole Source Y/N	Amount
10ARAMARK	Aramark Uniform Services	Blanket Purchase Order for mats and rugs	No	5,600.00
10CAC	Crawford Technical Services	Blanket Purchase Order for Legal Services for Project Delivery and Transit & Rail Departments	No	45,000.00
10CR1	Consolidated Reprographics	Blanket Purchase Order for Copy and Reproduction Services	No	50,000.00
10XEROX	Xerox	Blanket Purchase Order for Copier Supplies	No	15,000.00
P10060	Environmental Systems Resource Institute	ArcInfo Software Maintenance	No	12,348.00
P10061	Mobility 21	2009 Mobility 21 Partnership Dues	No	15,500.00
P10064	California Assoc. of Councils of Governments	09/10 CALCOG Membership Dues	No	20,130.00
P10072	Apple One	Blanket PO for Temporary Support Staff	No	17,000.00
P10075	Vendermost Consulting Services, Inc	Consultation services to provide Secretatry of the Interior's standards recommendations for the maintenance and repair of the Depot	No – Vendor is our on-call environmental consultant per contract 08-200. This PO is for additional work not identified in the contract.	19,305.00
P10076	Padilla & Associates, Inc	To serve as consultant regarding DBE/UDBE contract terminology, contract specific goals; and review good faith efforts and goals of bidders; review RFQ, RFP and SOQ language.	Yes – The firm has unique transportation experience and they have calculated DBE goals and developed procedures and training for Caltrans.	15,000.00
			<b>TOTAL PURCHASE ORDERS ISSUED</b>	<b>\$214,883.00</b>

BRD0910a-ws  
ISF10



## *Minute Action*

### AGENDA ITEM: 4

**Date:** October 7, 2009

**Subject:** Award of Freeway Service Patrol (FSP) Tow Services Contracts

**Recommendation:**\* Award two contracts for FSP tow services:

1. Contract No. C10081 to Roy & Dot's Truck Specialties, Inc., for FSP Beat No. 4, for a three-year period, not-to-exceed \$553,500, as well as two one-year options, as outlined in the Financial Impact Section below;
2. Contract No. C10080 to JLM Towing Services, Inc., for FSP Beat No. 8, for a three-year period, not-to-exceed \$547,965, as well as two one-year options, as outlined in the Financial Impact Section below.

**Background:**

FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "Beat." FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, improving traffic delay, as well as reducing fuel consumption, vehicular emissions and secondary accidents. San Bernardino began its program in January 2006 and now has eight separate Beats in operation and on average assists 3,200 motorists each month.

SANBAG receives an annual allocation from the State of California to implement FSP services, which is matched 20% with local revenues, Department of Motor Vehicle (DMV) registration fees. These funds are sufficient to operate the eight Beats during the morning and afternoon peak periods Monday through Friday, on the most congested highways in the San Bernardino Valley.

*Approved*  
*Board of Directors*

*Date:* October 7, 2009

*Moved:*      *Second:*

*In Favor:*      *Opposed:*      *Abstained:*

*Witnessed:* \_\_\_\_\_

Since the current contracts for FSP Beat 4 and FSP Beat 8 expire on December 31, 2009, and on February 28, 2010, respectively, and the Board approved the release of a Request for Proposals (RFP) on July 1, 2009, seeking proposals from qualified tow operators. The two Beats cover the following areas:

1. Beat 4 – SR 60 Los Angeles County Line to Milliken;
2. Beat 8 – I-10 Waterman to Ford

The RFP was posted on the agency's website, advertisements were placed in several local newspapers and two RFP notifications were mailed to tow operators in the surrounding Southern California area which are on the California Highway Patrol's (CHP) rotational tow lists (which is an RFP requirement). A mandatory pre-proposal meeting was conducted which was attended by 17 persons representing 16 tow agencies. As a result, six tow operators ultimately submitted proposals in response to this RFP. The Proposers included (in alphabetical order): A & G Towing, Airport Mobil Towing, Al & Sons Towing, Bob's Towing, Hadley Tow, JLM Towing Services, Inc., Pepe's Tow Service, Inc., Roy & Dot's Trucking Specialties, Inc.; Steve's Towing, and Tri-City Towing.

Seven Proposer's ultimately submitted a separate proposal for Beat 4 and five Proposer's submitted a separate proposal for Beat 8. An Evaluation Team consisted of representatives from the CHP local office (Inland Communication Center), Riverside County Transportation Commission and SANBAG. After this initial review, the Evaluation Team conducted site visits and/or oral interviews with three of the tow operators. The Proposals were evaluated based on criteria contained in the RFP, which included:

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer's understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).
5. Completeness of Response in accordance with RFP instructions.

As a result of the proposal reviews, some site visits and oral interviews, the Evaluation Team ranked each Proposer by Beat. The following is a summary of the Proposer ranking and their proposed hourly rate, per truck, by Beat:

Ranking	Beat 4	Beat 8
1	Roy & Dots \$50.00	JLM Towing \$49.50
2	Steve's Towing \$50 / \$48.50	Roy & Dot's Towing \$50
3	Bob's Towing \$49.70	Pepe's Towing \$51.50
4	Al & Sons Towing \$49.20	Tri-City Towing \$54.00
5	Hadley Towing \$60.00	A & G Towing \$51.50
6	Pepe's Towing \$51.50	N/A
7	Airport Mobil \$64.88	N/A

The Proposers ranked as number 1 on each Beat, were deemed overall best suited than the other Proposers for a variety of reasons including, experience with both FSP and law enforcement tow programs, price structure, approach to the services, references and commitment in management, staffing and resources to the program, and other information and relevant factors not considered elsewhere. Note that the award recommendations are not based on low-bid, and that "cost" is only one of five evaluation criteria categories. Also considered was the Proposer's proximity to the specific Beat, as well as their ability to meet other critical requirements as outlined in the RFP.

Attached are each Contractor's pricing information (Exhibit A) and scope of services from their Proposals which will be incorporated into their Contracts (Exhibit B). Upon Board approval, the Contracts will be executed and service for Beat 4 will begin on January 4, 2010, and services for Beat 8 will begin on March 1 of 2010. With Board approval, this very valuable service will continue to be provided to the motoring public without service disruption.

**Financial Impact:** Funds for the two Beats were included in the Fiscal Year (FY) 2009/2010 Budget. Amount required for this FY is \$154,468 and will be funded 80% State FSP funding and 20% DMV Fees (call box revenue). Future funding to reimburse the Contractors in subsequent FYs will be included in those respective Budgets.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on September 9, 2009. The two contracts have been reviewed as to form by SANBAG legal counsel.

**Responsible Staff:** Michelle Kirkhoff, Director of Air Quality/Mobility Programs

**SANBAG Contract No. C10081**

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

ROY & DOT'S TRUCK SPECIALTIES, INC.

for

FREEWAY SERVICE PATROL FOR BEAT #4 WITHIN SAN BERNARDINO COUNTY

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <b>RDTSI</b>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes: State FSP (80%) 0704.000.000.5200122103      DMV (20%) 0704.000.000.5200122003			
Original Contract:      \$ <u>553,500</u>  Contingency Amount:      \$ _____	Previous Amendments Total:      \$ _____ Previous Amendments Contingency Total:      \$ _____ Current Amendment:      \$ _____ Current Amendment Contingency:      \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>			<b>\$ <u>553,500</u></b>

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
704	5553	State FSP	0996	\$ <u>442,800</u>
704	5553	DMV Fees	1060	\$ <u>110,700</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: _____	Contract Start: <u>01/04/10</u>	Contract End: <u>12/31/12</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

<b>Approved Budget Authority →</b>	Fiscal Year: <u>09/10</u> \$ <u>91,900</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>461,600</u>
------------------------------------	---	--	-------------------

Is this consistent with the adopted budget?    ☒ Yes    ☐ No

If yes, which Task includes budget authority? 70410000

If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental   
 ☒ Private   
 ☐ Non-Local   
 ☒ Local   
 ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No    ☐ Yes \_\_\_\_\_ %

Task Manager: **Michelle Kirkhoff**

Contract Manager: **Kelly Lynn**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

## Exhibit A

### Compensation and Payment

**Overview Contract C10081 with Roy & Dot' Trucking Specialties, Inc. for Beat 4**  
**Contract Term 1/04/2010 through 12/31/2012**

Hourly Costs (per truck)	No. of Hours	5% Hour Contngncy	Total Hours	Cost Per Truck	Total Costs
<b>FY 2009/2010 (1/04/2010 through 6/30/2010)</b>	875	44	919	\$ 45,950.00	\$ 91,900.00
<b>FY 2010/2011 (7/01/2010 through 6/30/2011)</b>	1,757	88	1,845	\$ 92,250.00	\$ 184,500.00
<b>FY 2011/2012 (7/1/2011 through 6/30/2012)</b>	1,757	88	1,845	\$ 92,250.00	\$ 184,500.00
<b>FY 2012/2013 (7/1/2012 through 12/31/2012)</b>	882	44	926	\$ 46,300.00	\$ 92,600.00
<b>Beat Total:</b>	<b>5,271</b>	<b>264</b>	<b>5,535</b>	<b>\$ 276,750.00</b>	<b>\$ 553,500.00</b>

Ave. Annual Hours Per Truck Per Beat      1,757    Note 2 primary Trucks Per Beat/one backup

Hourly Rate for Initial Contract Term    \$   50.00

Hourly Rate for Option Yr. #1    \$   50.00

Hourly Rate for Option Yr. #2    \$   50.00

SCOPE OF WORK  
BEAT 4  
PRICE SUMMARY SHEET (A)

**Beat 4 – SR 60 from Reservoir St (LA County Line) to Milliken Ave. (9.96 miles)**

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: January 4, 2010 through December 31, 2012 (this rate must coincide with the rate identified in line "a" on the Detailed Itemized Cost Schedule)	\$ <u>50</u>
Option Term #1, January 1, 2012 – December 31, 2012	\$ <u>50</u>
Option Term #2, January 1, 2013 – December 31, 2013	\$ <u>50</u>

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. **A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted.** Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

Year	Manufacture	Model	VIN	Mileage
Plan to purchase new vehicles				

This offer remains firm for 120 days from the date of proposal.  
(Minimum 120 days)

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: 8-4-09

Page | 39

## **Roy & Dot's Work Plan**

Roy & Dot's Towing has a full understanding of the current SOP and RFP requirements. If Roy & Dot's is awarded the contract, our plan includes the following:

1. Purchase the standard equipment required and have available within 60 days. Ensure all SOP equipment is onboard and the units are properly marked. Prepare equipment for inspection.
2. Enroll three current CHP rotation operators for background checks, classroom training, and ride-a-long field training. Roy & Dot's currently has two operators with past FSP experience. One of our current CHP operators, Sam Canales, has multiple years of experience with FSP. Mr. Canales has been named team leader on this project. He will be working with me and the other operators enrolled on FSP to ensure all the SOP's are met. Roy & Dot's plans to meet on a weekly basis to reinforce the SOP, answer any questions the operators may have and review the week that has past.
3. Once the dedicated operators have been trained and approved, we plan to have the remaining current CHP rotation operators trained as reserve FSP operators.
4. Hire a dedicated mechanic to handle all the equipment including the three new trucks added. This will ensure all standards are met with the equipment at all times. The new mechanic will review all daily inspection reports with me on a daily basis and make any repairs needed.
5. Once the new beat is operational, Roy & Dot's plans to meet all of the guidelines and exceed the expectations of CHP & SANBAG by performing the following:
  - a. Random inspections of the equipment and gear with the approved operators.
  - b. Increase the current quarterly random drug & alcohol testing program to a monthly program.
  - c. Work closely with the local repair facilities on any issues that cannot be maintained at our facility.
6. Roy & Dot's will apply its current company standards to maintain the required training standards requested by CHP & SANBAG including:
  - a. Attend all quarterly FSP meetings.
  - b. Enforce an active CTTA Level 1 certificate as the minimum standard to be a part of the Roy & Dot's team.
  - c. Promote additional training with our vendors as new techniques are set as the industry standard.
7. Roy & Dot's plans to maintain its current operators by way of benefits, paid vacations and a yearly increase in wages. If a FSP assigned operator resigns his position, Roy & Dot's will activate one of the reserve FSP operators while locating and training a replacement FSP operator.

ATTACHMENT B

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: Roy & Dot's Towing

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx")

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations  
(5 years minimum):

Years as Owner: 5 Years in Towing Business: 15

Years in CHP Rotation Tow: 5

Current Number of Tow Trucks Operating: 6

2. FSP Beat Operating Hours: 5:30a - 8:30a, 3p-7p M-F

3. Describe Activities Prohibited by FSP Contractors:

• USE OF TOBACCO WHILE ON DUTY  
• USE OF ALCOHOL OR DRUGS WHILE ON DUTY  
• UNIFORM REQUIREMENTS NOT MET  
• Personal Hygiene & Grooming standards not met  
• Improper motorist contact

4. Describe FSP Contractor Duties on a Daily Basis:

• To Follow all Personal Hygiene & Grooming standards



- TO AVOID certain mannerisms that may be offensive
- ENSURE ALL FSP UNITS MEET SOP Standards on a daily basis.

6. How frequently will Your Trucks be inspected by CHP?

- CHP will pickup all daily preinspection forms on a weekly basis and has the opportunity to inspect any FSP assign unit at any given time.

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

- BACKGROUND CHECK
- Sixteen hours of Classroom training
- Ten working shifts ride-a-long field training

7. What Does an FSP Driver Wear?

- AN APPROVED UNIFORM
- AN APPROVED VEST (NEW ISSUED)
- APPROVED BOOTS
- APPROVED RAIN GEAR IF NEEDED

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

9. What are the FSP Insurance Requirements You Must Meet?

- GL AT \$1,000,000 (Commercial)
- Garage AT \$1,000,000
- Comprehensive Automobile Liability
- Workers Comp
- Employers Liability

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model,

current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP Beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

THE NEW TRUCKS WILL BE ACQUIRED  
WITHIN 100 DAYS OF THE AWARDED CONTRACT.  
\* Two primary and one backup truck is  
required.

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name & Address	Contact Person	Phone #
<u>Coach-Net</u>	<u>Garaet Lewry</u>	<u>928-855-2935</u>
<u>Nation Safe Drivers</u>	<u>Patrick Nehaun</u>	<u>888-362-7805</u>
<u>Westtrux, INT.</u>	<u>Daniel Diez</u>	<u>909-825-5121</u>

12. Additional Information may be Attached.

Name: Dana McClure Date: 8-4-09

Name of Assistants Completing Form: \_\_\_\_\_

**What Equipment is Found on an FSP Tow Truck?**

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds. (NOTE: The Boom must have a minimum static rating of 8,000 pounds, even though the language says that a 5,000 minimum static rating is fine – it still has to meet the required four (4) ton recovery rating regardless of the minimum).
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the Contractor's base office.
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be affixed for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.

**What Equipment is Found on an FSP Tow Truck? (Continued)**

18. Rear work lights.
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fusees (highway flares), 15 minute, or (36)  
Fusees (highway flares), 30 minute (20)
34. Cones 18" (6)
35. Hydraulic jack, **2-ton**, floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)

**What Equipment is Found on an FSP Tow Truck? (Continued)**

- 38. Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
- 39. Flashlight and spare batteries (1)
- 40. Tail lights/brake lights, portable remote with extension cord (1 set)
- 41. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
- 42. Funnel, multi-purpose, flexible spout (1)
- 43. Pop-Up Dolly, portable for removing otherwise untowable vehicles (1)
- 44. 5-gallon can with lid filled with clean absorb-all (1)
- 45. Empty trash can with lid (5 gallon) (1)
- 46. Lock out set (1)
- 47. Screwdrivers--
  - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
  - ii. Phillips head - #1 and #2 (1 each, min).
- 48. Needle nose pliers (1)
- 49. Adjustable rib joint pliers, 2" min. capacity (1)
- 50. Crescent wrench - 8" (1)
- 51. Crescent wrench - 12" (1)
- 52. 4 lb. hammer (1)
- 53. Rubber mallet (1)
- 54. Electrical tape, roll (1)
- 55. Duct tape, 20 yard roll (1)

**Page 42 # 8.**

**What Equipment is Found on an FSP Tow Truck? (Continued)**

56. Tire pressure gauge (1)

57. Mechanic's wire (roll) (1)

58. Bolt cutters (1)

**SANBAG Contract No. C10080**

by and between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

JLM TOWING SERVICES, INC.

for

FREEWAY SERVICE PATROL FOR BEAT #8 WITHIN SAN BERNARDINO COUNTY

<b>FOR ACCOUNTING PURPOSES ONLY</b>				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>JLMTI PTSI</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: State FSP (80%) 0704.000.000.5200122103      DMV (20%) 0704.000.000.5200122003				
Original Contract:      \$ <u>547,965</u>  Contingency Amount:      \$ _____	Previous Amendments Total:      \$ _____ Previous Amendments Contingency Total:      \$ _____ Current Amendment:      \$ _____ Current Amendment Contingency:      \$ _____  Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>				\$ <u>547,965</u>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>704</u>	<u>5553</u>	<u>State FSP</u>	<u>0996</u>	\$ <u>438,372</u>
<u>704</u>	<u>5553</u>	<u>DMV Fees</u>	<u>1060</u>	\$ <u>109,593</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: _____      Contract Start: <u>03/01/10</u> Contract End: <u>2/28/13</u> New Amend. Approval (Board) Date: _____      Amend. Start: _____      Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>09/10</u> \$ <u>62,568</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>485,397</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>70410000</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>CONTRACT MANAGEMENT</b>				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Michelle Kirkhoff</b>			Contract Manager: <b>Kelly Lynn</b>	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C10080

# **Exhibit A** **Compensation and Payment**

## **Overview Contract C10080 with JLM Towing Service, Inc for Beat 8**

**Contract Term 3/01/2010 through 2/28/2013**

<b>Hourly Costs (per truck)</b>	<b>No. of Hours</b>	<b>5% Hour Contngncy</b>	<b>Total Hours</b>	<b>Cost Per Truck</b>	<b>Total Costs</b>
<b>FY 2009/2010 (3/01/2010 through 6/30/2010)</b>	602	30	632	\$ 31,284.00	\$ 62,568.00
<b>FY 2010/2011 (7/01/2010 through 6/30/2011)</b>	1,757	88	1,845	\$ 91,327.50	\$ 182,655.00
<b>FY 2011/2012 (7/1/2011 through 6/30/2012)</b>	1,757	88	1,845	\$ 91,327.50	\$ 182,655.00
<b>FY 2012/2013 (7/1/2012 through 2/28/2013)</b>	1,155	58	1,213	\$ 60,043.50	\$ 120,087.00
<b>Beat Total:</b>	<b>5,271</b>	<b>264</b>	<b>5,535</b>	<b>\$ 273,982.50</b>	<b>\$ 547,965.00</b>

Ave. Annual Hours Per Truck Per Beat      1,757    Note 2 primary Trucks Per Beat/one backup

Hourly Rate for Initial Contract Term    \$   49.50

Hourly Rate for Option Yr. #1    \$   51.50

Hourly Rate for Option Yr. #2    \$   51.50



SCOPE OF WORK  
**BEAT 8**  
**PRICE SUMMARY SHEET (A)**

**Beat 8 – I – 10 Waterman Ave. to Ford ( 8.61 miles )**

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: March 1, 2010 through February 28, 2013	\$ 49.50
<i>(this rate must coincide with the rate identified in line "a" on the Detailed Itemized Cost Schedule)</i>	
Option Term # 1, March 1, 2013 - February 28, 2014	\$51.50
Option Term #2, March 1, 2014 - February 29, 2015	\$51.50

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. **A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted.** Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
-------------	--------------------	--------------	------------	----------------

JLM TOWING SERVICES, INC. will purchase three new units for  
this project. See attached documents.

This offer remains firm for 120 days from the date of proposal.  
 (Minimum 120 days)

AUTHORIZED SIGNATURE: .

DATE: 8/3/2009

## II. BACKGROUND

---

JLM TOWING SERVICES, INC, began conducting business on July 1990, with direct service to the public. Years later we had gotten a contract with CHP, Sheriff and with CSUSBPD ( Cal State University San Bernardino Police Department). For this, we have provided quality and efficient service.

We are a company with specific projects that we plan to develop within the next few years from which allow us to expand services and territory. As proof of this, we had opened a repair shop, in our same facility.

Considering the time we have been operating, we have obtained the necessary experience to provide reliable service to our costumers and contractors.

For the last two years we have been providing Freeway Service Patrol and we feel confident that we can handle one more beat, thanks to the experience we had acquired previously without a negative impact on our company.

Recently awarded small business of the year by State Senator Gloria Negrete and County Supervisor Josie Gonzales. See Attachments.

### III. RESOURCES

---

At JLM TOWING SERVICES, INC, we count with human, material, financial, and technical resources to keep supporting and expanding if required.

- **Human Resources**
  - Administrative and Technical Supervisor
  - Office Manager and Dispatcher
  - Seven Drivers
  - Three Mechanics (all qualified technicians)
- **Material Resources**
  - Office
  - Buildings
  - Property
  - Equipment

# RESOURCES CONTINUED...

---

- **Financial Resources**

- Equipment Line of Credit From Wells Fargo
- Open Financial Offers

- **Technical Resources**

- Supporting Business Administration: Guzman & Associates
- Technical Support: GH Enterprises, NAPA Truck Systems
- Vendors and Suppliers ( NAPA, Star Auto Parts, Auto Zone Commercial, Rush Truck Center, Toms Trucks, West Trucks, Hydraulic Shop, Inc., Western State Equipment.

## IV. WORK PLAN

---

In case to be chosen, to provide service for another beat my work plan will be to follow the requirements established by SANDBAG, as we have being doing for the last two years therefore I can anticipate the following:

The availability of the tow trucks with qualified and trained drivers and myself to be the direct appoint for this project.

The willingness to always be available to take care of any unexpected issued that might arrive, including to only hire the best drivers for this program.

ATTACHMENT B

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORM

FIRM NAME: JLM TOWING SERVICES, INC.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx")

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations  
(5 years minimum):

Years as Owner: 19 Years in Towing Business: 19

Years in CHP Rotation Tow: 6

Current Number of Tow Trucks Operating: 7

2. FSP Beat Operating Hours: 5:30 AM – 8:30 AM Mon –Friday

3:00 PM – 7:00 PM Mon-Friday

3. Describe Activities Prohibited by FSP Contractors:

FSP contractors vehicles operators are not allowed to accept gratitude, perform secondary, towing services, recommend secondary tows, or recommend repair/body shocks. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during a shift unless called as a rotation tow by CHP. Operators are prohibited from disobeying CHP on scene or at the call center at any time.

**4. Describe FSP Contractor Duties on a Daily Basis:**

FSP contractors shall insure that his operators complete the daily inspection reports prior to each shift, and maintain the equipment properly to ensure it exceeds safety requirements. The main objective is to assist stranded motorist including: debris. Operators will continuously patrol their designing beat assignments and respond to CHP designed drop locations. They are to provide motorist with one (1) gallon of temporary tape cooling system hoses. They must at all times comply with all CHP operating procedures for the FSP program.

**5. How Frequently will Your Trucks be Inspected by CHP?**

The FSP designated trucks will be inspected with a back- up unit by CHP prior to the commencement of the service and inspected periodically as determined by CHP thereafter.

**6. What Tests Must an FSP Driver Pass before Operating FSP Service?**

A. CHP two day training course and exam.

B. . Mandatory alcohol and drug testing, physical (company policy)

C. PC234 background check by CHP and the DOJ fingerprinting check by the SBSD.

**7. What Does an FSP Driver Wear?**

FSP operator shall be fully uninformed including a navy blue jumpsuit or shirts and pants, with a safety vest with reflective white stripes. The vest shall be orange or lime green in color. The navy blue uniforms shall be as follows: the cover- alls or shirts sleeve shall be half raglan type or set in sleeve with pleated action back; long sleeves may have barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on the short sleeve shirts/ coveralls shall come within 1" of the inside forearm, when arm is bent at a 90 degree angle. Proper name tags with the first initial in full last name shall either be sewn above the right chest pocket or on a detachable metal name plate. The safety vest shall have all proper FSP logos sewn on the front left pocket and the larger logo shall be sewn on the middle portion of the back. All operators shall also wear duty boots, black in color with protective steel tow.

**8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)**

**9. What are the FSP Insurance Requirements You Must Meet?**

**1. Commercial General Liability**

(A) Per occurrence	\$1,000,000
(B) Project Specific Aggregate	\$1,000,000
(C) Personal Injury Limits	\$1,000,000

**2. General Liability Policy Coverage**

- (A) Premises and Operations
- (B) Products/ Completed Operations with limits of \$1,000,000
- (C) Contractual Liability expressly including liability assumed under this contract
- (D) Independent contractors liability.

**3. Comprehensive Automobile Liability**

**4. Workers Compensation and Employer's Liability**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** October 7, 2009

**Subject:** Amendment No. 4 to Contract 04-058 with Parsons Transportation Group for preparing the Long Range Transit Plan for San Bernardino County

**Recommendation:\*** Approve Amendment No. 4 to Contract 04-058 with Parsons Transportation Group, extending the Time of Performance until completion no later than December 2010.

**Background:** In June 2004, the Board approved Contract 04-058 with Parsons Transportation Group (PTG) to prepare a Long Range Transit Plan (LRTP) for San Bernardino County. The original contract was for \$300,000 and the work was to be completed by December 2005. In January 2006 the Board approved Amendment No. 1 that amended the Scope of Work to include conducting an on-board survey of the Omnitrans fixed route riders; additional work to produce the Summary of Current Transit Users and conduct a public outreach component. Amendment No. 1 increased the contract authority by \$241,998 for a new total of \$541,998 and extended the time of performance to the end of September 2006. In August 2007 the Board approved Amendment No. 2 that extend the time of performance to July 2008 and increased the contract authority by \$29,762 for a new total of \$571,760. In April 2009 the Board approved Amendment No. 3 extending the time of performance to September 2, 2009 and included new contractor services to conduct additional model development, additional land use scenario for

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



development and testing, development of revenue estimates, development of land use policies and evaluation criteria, conducting meetings with Valley cities regarding SB 375, assisting in obtaining commitments for transit supportive land uses and conducting three public meetings. This change in scope included an increase in payment to the contractor in the amount of \$150,094 bringing the contract to a new total of \$721,854.

Amendment No. 4 is an extension of the Time of Performance only. The time extension is required due to continuing federal and state funding uncertainty and the pending federal reauthorization. This information will be required for the development and refinement of revenue estimates. More significantly the time extension will allow for clarification and additional direction in the implementation of SB 375, aimed at reducing greenhouse gas emissions by reducing vehicle miles traveled through land use and other policies including integrating land use, housing and regional transportation planning. Additional outreach to local jurisdictions and further direction, development and adoption of a "Sustainable Community Strategy" will be required by the State before agreed upon strategies can be planned for in the LRTP.

An extension of the Time of Performance from September 2, 2009 to no later than December 2010 will enable SANBAG and PTG staff to work with member jurisdictions in further refining policies and strategies to comply with SB 375, further clarification and completion of future funding projections and finalization of the LRTP.

**Financial Impact:** This item is consistent with the adopted budget and does not require any budget amendments.

**Reviewed By:** This item was reviewed by the Commuter Rail Committee on September 10, 2009 and unanimously recommended for approval.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail  
Beth Kranda, Transit Analyst

**SANBAG Contract No. 04058 - 4**

by and between

San Bernardino Associated Governments

and

Parsons Transportation Group

for

**Amendment #4 Extending time of performance to December 2010****FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>04058</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>300,000</u>	Previous Amendments Total: \$ <u>421,854</u>
Contingency Amount: \$ <u>30,000</u>	Previous Amendments Contingency Total: \$ <u>42,185</u>
	Current Amendment: \$ <u>0</u>
	Current Amendment Contingency: \$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 721,854**

↓ Please include funding allocation for the original contract or/ the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
				\$ _____
Original Board Approved Contract Date: <u>6/2/04</u>	Contract Start: <u>6/2/04</u>		Contract End: <u>9/2/09</u>	
New Amend. Approval (Board) Date: <u>9/2/09</u>	Amend. Start: <u>9/2/09</u>		Amend. End: <u>12/31/10</u>	

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
-----------------------------	--------------------------------	--	----------

Is this consistent with the adopted budget? ☒ Yes ☐ No  
If yes, which Task includes budget authority? 40409000  
If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_ %

Task Manager: <u>Mitchell A. Adams</u>	Contract Manager: <u>Beth Krawiec</u>
Task Manager Signature	Contract Manager Signature
Date <u>9/25/09</u>	Date <u>9/25/09</u>

Chief Financial Officer Signature \_\_\_\_\_ Date \_\_\_\_\_

A04058-4-bk  
40410000

**Amendment No. 4  
To Contract 04-058  
Parsons Transportation Group**

**This amendment No. 4** to Contract 04-058 is hereby entered into and made effective this 2<sup>nd</sup> day of September 2009, by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS (hereinafter referred to as "AGENCY") and the PARSONS TRANSPORTATION GROUP, INC. (hereinafter referred to as "CONTRACTOR") WITH REGARD TO THE PREPARATION OF a Long Range Transit Plan (LRTP) for San Bernardino County

**WHEREAS**, AGENCY and CONTRACTOR previously entered into Contract 04-058 on June 2, 2004 for the preparation of a Long Range Transit Plan (LRTP) for San Bernardino County; and

**WHEREAS**, AGENCY and CONTRACTOR amended Contract 04-058 on January 4, 2006, extending the Time of Performance to September 30, 2006; amending the Scope of Work to include conducting an on-board survey of Omnitrans services, integrating the results of the Omnitrans and Metrolink user survey information into the Summary of Current San Bernardino Transit Users, and implementing a public involvement program for the LRTP; and increasing the contract authority by \$241,998 for a new total of \$541,760 ; and

**WHEREAS**, AGENCY and CONTRACTOR amended Contract 04-058 on August 1, 2007, extending the Time of Performance to July 2, 2008 and increased the contract authority by \$29,762 for Project Management expenses for a new total of \$571,760; and

**WHEREAS**, AGENCY and CONTRACTOR amended Contract 04-058 on April 1, 2009, extending the Time of Performance to September 2, 2009 and increased the contract authority by \$150,094 for additional contractor services including additional model development, additional land use scenario development and testing, complete development of revenue estimates, development of land use policies and evaluation criteria, conducting meetings with Valley cities, conducting three public meetings, presenting draft LRTP to SANBAG Policy Committees and presenting final LRTP to SANBAG Board; and

**WHEREAS**, AGENCY desires to amend Contract 04-058 by extending the Time of Performance only; and;

**WHEREAS**, CONTRACTOR agrees with the time of Performance Extension.

**NOW THEREFORE**, it is agreed that contract 04-058 is amended to extend the Time of Performance to no later than December 31, 2010.

All other terms and conditions contained in Contract 04-058 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have signed below;

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**PARSONS TRANSPORTATION  
GROUP, INC.**

---

Paul M. Eaton  
President

---

Robert Sergeant  
Vice President

Approved as to Form:

---

Jean-Rene Basle  
SANBAG Counsel

## *Minute Action*

### AGENDA ITEM: 6

**Date:** October 7, 2009

**Subject:** Big Bear Modal Alternatives Analysis Memorandum of Understanding (MOU) No. C10086 among San Bernardino Associated Governments, the Inland Valley Development Agency, and the Southern California Association of Governments

**Recommendation:\*** 1) Approve MOU (Agreement No. C10086) with the Inland Valley Development Agency and the Southern California Association of Governments for joint funding and management of the Big Bear Modal Alternatives Analysis.

2) Approve budget amendment to Task No. 40410000, Subregional Planning, in the amount of \$125,000, for a total budget of \$285,744 as specified in the Financial Impact Section.

**Background:** In June 2009, the SANBAG Board of Directors conceptually approved the Scope of Work for the Big Bear Modal Alternatives Analysis, and approved a two-year, \$500,000 funding strategy for the Big Bear Modal Alternatives Analysis as follows:

- a. Southern California Association of Governments (SCAG) Contribution \$250,000 (\$125,000/year)
- b. 1:1 match of SCAG Contribution:
  - i. Inland Valley Development Agency - \$62,500/year
  - ii. SANBAG Measure I Traffic Management Systems (TMEE and TMS) funds-
    - \$31,250/year from the Valley
    - \$31,250/year from the Mountains Subarea

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

The SANBAG Board of Directors also approved a loan from Valley Traffic Management/Environmental Enhancement or Traffic Management Systems (TMS) Programs to the Mountains TMS Program if total available Mountains TMS Program revenues are less than the necessary \$31,250/year contribution during the period of work, to be repaid to the source of the loan(s) at the earliest possible time with Mountain TMS revenue. The SANBAG Board also approved a proportionate reduction in Measure I funds if other contributors are identified. To date, this has not occurred.

Staff recommends approval of this MOU to provide for project funding in accordance with these June 2009 SANBAG Board actions. Procurement of the consultant for the project and administration of the consultant contract will be the responsibility of SCAG.

The purpose and nature of this project were detailed in the June 2009 Board agenda as follows:

*The Big Bear Valley, located in the eastern San Bernardino Mountains, is home to about 25,000 full-time and part-time residents in the City of Big Bear Lake, and nearby unincorporated communities such as Big Bear City, Fawnskin, and Sugar Loaf. Additionally, the Valley is one of the premiere recreation areas for both summer and winter activities within a hundred-mile radius of the greater Los Angeles metropolitan area. The area boasts Southern California's largest alpine lake, as well as Southern California's best winter sports resorts.*

*Transportation to and from the Big Bear Valley poses a challenge. Access is provided by two-lane state highways with some four-lane sections: State Route 18 from the west and north, State Route 38 from the southeast, and State Route 330 connecting to SR 18 from the southwest. All are eligible for state scenic highway designation, and State Route 38 from Barton Flats to the Big Bear Valley has already been so designated. The scenic quality and environmental sensitivity of the National Forest lands traversed by these routes mean that these highways will not be improved to continuous divided highway or freeway standard in the foreseeable future, and even limited operational improvements such as the addition of local passing lanes and turnouts are difficult. These routes are congested during peak recreational and commute periods and are heavily impacted by inclement weather and rock fall, particularly in winter and early spring. Access is most challenging following the snowfalls that produce the conditions most attractive to winter sports enthusiasts. Movement of goods to and from the*

Board Agenda Item  
October 7, 2009  
Page 4

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on September 9, 2009 and the Mountain/Desert Policy Committee on September 25, 2009.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

*Big Bear Valley on the steep, winding roads is always problematic too, but is especially so under winter conditions or during periods of high recreation traffic in the summer and fall.*

*Alternative modes to provide safe, timely, all-weather access to the Big Bear Valley for residents, other individuals seeking to enjoy the area's recreational opportunities, and the goods and supplies needed to serve these populations have been considered in the past. Most recently, the "Big Bear Enhanced Ground Access Feasibility Study," completed in 1996 for San Bernardino Associated Governments by BRW and others, assessed the feasibility of technologies including cog rail, Aerobus, Aerorail, and TRASSE to provide high-capacity all-weather access to the Big Bear Valley from the San Bernardino Valley and the eastern terminus of Metrolink service. These technologies were considered as potential alternatives to highway widening. The analysis assessed the attributes of the alternate technologies, developed capital, operating, and maintenance costs for each, developed forecasts of ridership and revenue generation for each mode, and from this information provided a comparison of the modes in relation to their respective capacities to address future travel demand, capital and operating costs, and travel times.*

*None of the modal alternatives considered in the BRW Study were pursued for a variety of reasons, including lack of commitment from the mountain communities and resort operators, and an inability to capitalize such a project at the time. Since 1996, however, perspectives have changed, and the mountain, urban, and tourist populations that could be served by such an alternate mode have experienced explosive growth. Further, the technologies have evolved toward electrically powered, zero emission modes consistent with air quality attainment strategies in the South Coast Air Basin.*

***Financial Impact:***

This item is not consistent with the approved Fiscal Year 2009-2010 SANBAG Budget. The impact to Valley Measure I TMEE and Mountain Measure I 2010-2040 TMS funds in combination totals \$125,000 over a period of two years. This item would amend the approved Fiscal Year 2009-2010 SANBAG Budget, Task 40410000, with the addition of \$125,000 in Measure I Valley Traffic Management and Environmental Enhancement funds, 50 percent of which would be reimbursed with Mountain Measure I 2010-2040 TMS funds as they become available.



**SANBAG Contract No. C10086**

by and between

San Bernardino Associated Governments

and

Inland Valley Development Agency (IVDA), and Southern California Association of Governments

for

The Big Bear Modal Alternatives Analysis**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention: _____	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>SCAG</u>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ 125,000

Previous Amendments Total: \$ \_\_\_\_\_

Previous Amendments Contingency Total: \$ \_\_\_\_\_

Contingency Amount: \$ \_\_\_\_\_

Current Amendment: \$ \_\_\_\_\_

Current Amendment Contingency: \$ \_\_\_\_\_

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 125,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
40410000	5553	TMEE	I308	\$ 62,500
40410000	5553	TMS	I308	\$ 62,500
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: \_\_\_\_\_ Contract Start: \_\_\_\_\_ Contract End: \_\_\_\_\_

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

<b>Approved Budget Authority →</b>	Fiscal Year: <u>09/10</u> \$ <u>125,000</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>0</u>
------------------------------------	--	--	-------------

Is this consistent with the adopted budget? ☐ Yes ☒ No

If yes, which Task includes budget authority? \_\_\_\_\_

If no, has the budget amendment been submitted? ☒ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: **Ty Schuiling**Contract Manager: **Ty Schuiling**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C10086css

**MEMORANDUM OF UNDERSTANDING #~~XX~~~~XX~~**  
**BETWEEN THE SAN BERNARDINO ASSOCIATED GOVERNMENTS, THE INLAND  
VALLEY DEVELOPMENT AGENCY, AND THE SOUTHERN CALIFORNIA  
ASSOCIATION OF GOVERNMENTS  
REGARDING THE BIG BEAR MODAL ALTERNATIVES ANALYSIS**

This Memorandum of Understanding (hereinafter referred to as "Agreement") is made and entered into by and between the **San Bernardino Associated Governments ("SANBAG")**, the **Inland Valley Development Agency ("IVDA")**, and the **Southern California Association of Governments ("SCAG")**, collectively referred to herein as the "Parties."

**Recitals**

Whereas, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP) for the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura;

Whereas, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional or support services from time to time related to its work regarding the RTP and RTIP;

Whereas, SANBAG is a transportation commission within the SCAG region and the Regional Transportation Planning Agency (RTPA) for San Bernardino County, and has a common interest with SCAG and IVDA in the development of transportation projects and strategies that will help relieve traffic congestion and increase mobility for people and for freight in the County of San Bernardino;

Whereas, SANBAG previously completed the Big Bear Enhanced Ground Access Feasibility Study that included an assessment of the feasibility of technologies to provide high-capacity all-weather access to the Big Bear Valley from sites in the San Bernardino Valley and the eastern terminus of Metrolink service in San Bernardino County;

Whereas, IVDA is a joint powers authority comprised of the County of San Bernardino and the Cities of San Bernardino, Colton and Loma Linda, is responsible for the redevelopment of the non-aviation portion of the former Norton Air Force Base, and has a common interest with SCAG and SANBAG in the development of transportation projects and strategies that will help relieve traffic congestion and increase mobility for people and for freight in the County of San Bernardino;

Whereas, the purpose of this Agreement is for SANBAG and IVDA to provide funding to SCAG to procure consultant services to perform the Scope of Work identified in Attachment "A" regarding the Big Bear Modal Alternatives Analysis (hereinafter referred to as "Project");

Whereas, SCAG intends to perform the Project at an estimated total cost of \$500,000;

Whereas, the Project is anticipated to begin on January 1, 2010, and is planned to continue until December 31, 2011;

Whereas, based upon the estimated cost of the Project, SCAG intends to contribute funding for the Project over the course of two (2) years, and intends to program a maximum total of \$250,000 in Federal Metropolitan Planning Funds (FHWA-PL/FTA 5303) for the Project as part of SCAG's OWP for Fiscal Years 2009-2010, 2010-2011, and 2011-2012 (SCAG's fiscal year is from July 1<sup>st</sup> through June 30<sup>th</sup>);

Whereas, based upon the estimated cost of the Project, SANBAG intends to contribute funding for the Project over the course of two (2) years, and intends to program a maximum total of \$125,000 in local, non-federal funds for the Project;

Whereas, based upon the estimated cost of the Project, IVDA intends to contribute funding for the Project over the course of two (2) years, and intends to program a maximum total of \$125,000 in local, non-federal funds for the Project;

Whereas, the funds contributed by SANBAG and IVDA will serve as Local Match ("Match") for the Project;

Whereas, all obligations of SANBAG under this Agreement are subject to sufficient funds being made available for the Project by the SANBAG Board of Directors;

Whereas, all obligations of IVDA under this Agreement are subject to sufficient funds being made available for the Project by the IVDA Board;

Whereas, all obligations of SCAG under this Agreement are subject to the availability of Federal funds being made available for the Project, approval of the Project by SCAG's Regional Council, and approval of SCAG's OWP or applicable amendment thereto by applicable federal agencies, including the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA).

**NOW, THEREFORE, it is mutually agreed by the Parties that:**

**1. Incorporation of Recitals**

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

**2. Scope of Work**

- A. SCAG agrees to procure consultants (the "Consultants") to perform the Scope of Work as described in Attachment "A", attached hereto and incorporated by this reference.

- B. SCAG will procure Consultants to perform the Scope of Work through a competitive process with the participation of SANBAG and IVDA. As members of the Proposal Review Committee, SANBAG and IVDA are entitled to each have one vote during the proposal evaluation process determining the best qualified consultant to support this project.
- C. Subject to the execution of a valid, enforceable contract between SCAG and the Consultants, SCAG shall be responsible for managing the Consultants in performing the Scope of Work. SCAG's Project Manager shall approve all invoices of Consultants.
- D. SCAG's Project Manager will have final approval of all Consultant's deliverables; however, prior to accepting a deliverable from the Consultants, SCAG's Project Manager will consult with the SANBAG and IVDA Project Managers.
- E. For mutual benefit, and in order to minimize duplication of efforts and expenditures, the Parties agree to share data and information related to the Project, including transit ridership, transit fares, GIS shapefiles, and travel demand model data.
- F. For purposes of this Agreement, IVDA designates the following Project Manager for this Project:

**[Name]**

**[Title]**

Inland Valley Development Agency

294 S. Leland Norton Way

San Bernardino, CA 92408

**[Phone Number]**

IVDA reserves the right to change this designation by written notification to SCAG and SANBAG.

- G. For purposes of this Agreement, SANBAG designates the following Project Manager for this Project:

**[Name]**

**[Title]**

San Bernardino Associated Governments

1170 West Third Street, 2<sup>nd</sup> Floor

San Bernardino, CA 90012

**[Phone Number]**

SANBAG reserves the right to change this designation by written notification to SCAG and IVDA.

For purposes of this Agreement, SCAG designates the following Project Manager for this Project:

Philip Law  
Program Manager I  
Southern California Association of Governments  
818 West Seventh Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90017  
(213) 236-1841

SCAG reserves the right to change this designation upon written notice to SANBAG and IVDA.

**3. Term**

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until December 31, 2011, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon SCAG's Regional Council's authorization, approval and award of a contract to the designated contractor(s) and SCAG's issuance of a Notice to Proceed to the selected contractor. The term may be extended subject to mutual agreement by SCAG, SANBAG, and IVDA.

**4. Payment**

- A. Except as expressly provided herein, SANBAG and IVDA shall provide the local, non-federal funds described in Attachment "B", attached hereto and incorporated by this reference, to SCAG due and payable in full, thirty (30) days after the execution of this Agreement. The payment shall reference ~~RFP Contract Number 10-00X~~. SCAG shall also contribute the funds identified from SCAG as specified in Attachment "B".
- B. From the \$500,000 provided by the Parties as set forth in Attachment "B", SCAG shall pay for all costs and expenses incurred by Consultants related to the Scope of Work described in Attachment "A".
- C. Except as expressly provided herein, if any funds paid in advance by SANBAG are unspent upon the completion or termination of this Agreement, SCAG shall return such funds to SANBAG in the proportions listed in Attachment "B" within 30 days of the completion or termination of the Agreement.
- D. Except as expressly provided herein, if any funds paid in advance by IVDA are unspent upon the completion or termination of this Agreement, SCAG shall return such funds to IVDA in the proportions listed in Attachment "B" within 30 days of the completion or termination of the Agreement.

**5. Mutual Indemnification**

- A. Neither SANBAG nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SCAG or IVDA, or by their respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. SANBAG shall indemnify, defend and hold SCAG and IVDA and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SANBAG or its officers, agents, employees, contractors or subcontractors in connection with this Agreement, including, without limitation, procurement and management of the Consultants.
- B. Neither IVDA nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SCAG or SANBAG, or by their respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. IVDA shall indemnify, defend and hold SCAG and SANBAG and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of IVDA or its officers, agents, employees, contractors or subcontractors in connection with this Agreement, including, without limitation, procurement and management of the Consultants.
- C. Neither SCAG nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG or IVDA, or by their respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. SCAG shall indemnify, defend and hold SANBAG and IVDA and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SCAG or its officers, agents, employees, contractors or subcontractors in connection with this Agreement.

**6. Termination**

- A. If through any cause, SANBAG or IVDA fails to fulfill in a timely and proper manner their obligations under this Agreement, or violates any of the terms or conditions of this Agreement or any applicable Federal and State laws and regulations, SCAG reserves the right to terminate this Agreement upon thirty (30) days written notice to SANBAG and IVDA. If this Agreement is terminated by SCAG as provided herein, SCAG, SANBAG, and IVDA agree to share in any costs

of termination of the Consultants contract not to exceed the actual costs of work performed by the Consultants prior to the date of termination.

- B. If through any cause, SCAG or IVDA fails to fulfill in a timely and proper manner their obligations under this Agreement, or violates any of the terms or conditions of this Agreement or any applicable Federal and State laws and regulations, SANBAG reserves the right to terminate this Agreement upon thirty (30) days written notice to SCAG and IVDA. If this Agreement is terminated by SANBAG as provided herein, SCAG, SANBAG, and IVDA agree to share in any costs of termination of the Consultants contract not to exceed the actual costs of work performed by the Consultants prior to the date of termination.
- C. If through any cause, SCAG or SANBAG fails to fulfill in a timely and proper manner their obligations under this Agreement, or violates any of the terms or conditions of this Agreement or any applicable Federal and State laws and regulations, IVDA reserves the right to terminate this Agreement upon thirty (30) days written notice to SCAG and SANBAG. If this Agreement is terminated by IVDA as provided herein, SCAG, SANBAG, and IVDA agree to share in any costs of termination of the Consultants contract not to exceed the actual costs of work performed by the Consultants prior to the date of termination.

7. **Notice.**

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SANBAG: Deborah Robinson Barmack

Executive Director  
San Bernardino Associated Governments  
1170 West Third Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 90012

To IVDA:

Donald L. Rogers  
Interim Executive Director  
Inland Valley Development Agency  
294 South Leland Norton Way  
San Bernardino, CA 92408

To SCAG:

Wayne Moore  
Chief Financial Officer  
Southern California Association of Governments  
818 West Seventh Street, 12<sup>th</sup> Floor  
Los Angeles, California 90017-3435  
Telephone: (213) 236-1800  
Fax: (213) 236-1825

9. **Miscellaneous.**

- A. This Agreement contains the entire understanding between the Parties and supercedes any prior written or oral understandings and agreements regarding the subject matter of this Agreement. There are no representations, agreements, arrangements or understanding oral or written, between the Parties relating to the subject matter of this Agreement, which are not fully expressed herein.
- B. This Agreement shall be construed and interpreted under the laws of the State of California.
- C. In the event any part of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force without being impaired or invalidated in any way.
- D. No party may assign this Agreement or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.
- E. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this Agreement and not incorporated herein shall be binding on any of the Parties thereto. Time is of the essence for each and every provision of this Agreement.
- F. All Parties fully participated in drafting this Agreement.

10. **Effective Date.** This Agreement shall be effective on the date on which the last of the Parties, whether SANBAG, IVDA, or SCAG, executes this document.

[Signature Page to follow.]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year herein written below:

**SAN BERNARDINO ASSOCIATED  
GOVERNMENTS  
("SANBAG")**

**INLAND VALLEY DEVELOPMENT  
AGENCY  
("TVDA")**

By: \_\_\_\_\_  
Deborah Robinson Barmack  
Executive Director

By: \_\_\_\_\_  
Donald L. Rogers  
Interim Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ruth E. Stringer  
County Counsel

By: \_\_\_\_\_  
Timothy J. Sabo  
Agency Counsel

Date: \_\_\_\_\_

**SOUTHERN CALIFORNIA  
ASSOCIATION OF GOVERNMENTS  
("SCAG")**

By: \_\_\_\_\_  
Hasan Ikhata  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Joann Africa  
Acting Chief Counsel

Date: \_\_\_\_\_

## **Attachment “A”**

### **Scope of Work**

# **Attachment “B”**

## **Agency Contributions**

**Attachment "B"**

**Agency Contributions**

<b>Agency</b>	<b>Total Contribution</b>	<b>Percent Contributed</b>	<b>Notes</b>
SANBAG	\$125,000	25%	Local match for \$250,000 CPG
IVDA	\$125,000	25%	Local match for \$250,000 CPG
SCAG	\$250,000	50%	Consolidated Planning Grant (CPG)

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** October 7, 2009

**Subject:** Programming of Mojave Desert Air Basin (MDAB) Congestion Mitigation Air Quality (CMAQ) Funds

- Recommendation:**
- 1) Receive status report on project types to receive programming consideration for MDAB CMAQ funds.
  - 2) Receive report on Program Opportunity Notice results.

**Background:** SANBAG staff received direction from the January 2009 meeting of the Mountain/Desert Committee to focus CMAQ funds on projects that have regional transportation benefits. CMAQ eligibility also requires a demonstration that use of the funds will produce emission reductions, and CMAQ cannot be used for mixed flow capacity expansion projects. Note also that the CMAQ program is intended to fund projects that accomplish both congestion relief and air quality improvement. At the May 15, 2009 SANBAG Mountain/Desert Committee meeting, the Committee approved the release of a Program Opportunity Notice (PON) to solicit local input on candidate projects for programming of MDAB CMAQ funds in fiscal years 2009-2010 and 2010-2011. The MDAB CMAQ programming capacity was estimated at that time to be \$2 million per year.

However, on April 13, 2009, FHWA issued a \$3.15 billion SAFETEA-LU rescission notice. SANBAG's impact was a reduction of \$5.5 million in apportionments. On August 25, 2009, SANBAG received another SAFETEA-LU rescission notice. The statewide impact is \$793.5 million, but the impact to SANBAG's apportionment is uncertain. However, it is clear that the notice will

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

impact SANBAG's CMAQ's apportionment balance, with the reduction likely to be taken from future apportionments. Although the exact impact remains to be determined, the two rescission notices are expected to significantly reduce MDAB CMAQ funds available for programming in the next few years and staff can no longer recommend programming of \$2 million per year for fiscal years 2009-2010 and 2010-2011. Staff will report further when the effect of the rescissions is clarified.

SANBAG received 13 local submittals in response to the PON. Below is an overview of the submittals by project type:

- Park & Ride facility: \$508,000 requested.
- Roadway capacity improvement project: \$3,594,000 requested.
- Dirt road paving projects: \$7,657,000 requested.
- Traffic signal installations: \$225,752 requested.
- Traffic detection and traffic synchronization projects: \$1,500,000 requested.
- Intersection improvements: \$417,000 requested.

Of these, the Park & Ride facility and traffic detection and synchronization projects would be expected to achieve both congestion mitigation and air quality benefits. As noted previously, roadway or intersection capacity improvements are ineligible, and installation of isolated traffic signals (in contrast to coordination of a group of signals) is unlikely to benefit air quality. Paving of dirt roads would reduce dust (PM10), but would yield little regional congestion relief. Further, emissions responsible for formation of ultrafine particulates (PM2.5) and ozone are a substantially more serious health concern than road dust.

Staff also notes the absence of railroad grade separations from responses to the PON, and suggests that these should be considered for CMAQ funding. These projects, such as the Lenwood grade separation near Barstow and the proposed Yates Road grade separation in Victorville northwest of Spring Valley lake are regionally significant, reduce emissions and congestion, and have the added benefit of safety improvement. Based on the uncertainty of the apportionment levels and information gained from the PON results, staff recommends that SANBAG defer programming at this time, but establish the following project types as the focus of allocations as the availability of apportionments is clarified.

- Grade Separation Projects. Although no local entities submitted grade separation projects, SANBAG staff recommends consideration of these CMAQ-eligible projects because of their congestion relief, air quality,

safety, and emergency response benefits, as well as their regional significance along the Alameda Corridor East.

- Traffic operational improvement projects such as traffic signal synchronization. This type of project often provides both significant delay reduction and air quality improvement at relatively modest cost. Like grade separations, these projects may also provide for significantly improved safety.
- Park & Ride projects. This type of project receive high congestion relief and significant air quality benefits at modest cost and relatively easy implementation.

Staff views these as the most competitive project categories for use of CMAQ funds because of their positive impacts on both congestion and air quality. However, this does not exclude paving projects for dirt roads from future consideration.

Staff will work with the Desert jurisdiction staff in October and make final project allocation recommendations at the November Mountain/Desert Committee meeting subject to state clarification of apportionment levels.

***Financial Impact:*** This item has no financial impact to SANBAG's Fiscal Year 2009-2010 Budget. These funds are allocated by SANBAG to local agencies but do not flow through the SANBAG budget.

***Reviewed By:*** This item was reviewed with provision for continued consideration for paving of dirt roads by Mountain/Desert Policy Committee on September 25, 2009.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 8

**Date:** October 7, 2009

**Subject:** Status Report, 2012 Regional Transportation Plan (RTP) Growth Forecast and Senate Bill 375 (SB375) Implementation

**Recommendation:**\* Report on 2012 RTP growth forecast preparation and SB375 implementation status.

**Background:** SCAG, in cooperation with SANBAG, is currently preparing a preliminary countywide growth forecast as part of the regional forecast that will serve as a foundation for the 2012 RTP. With the passage of SB 375 (Steinberg), which became law January 1, 2009, the RTP is required to include a Sustainable Communities Strategy (SCS), an as-yet undefined combination of land use, urban design, transit, travel demand management, and system management strategies intended to provide transportation benefits as well as greenhouse gas (GHG) reductions from light and medium duty vehicles in accordance with regional targets established by the California's Air Resources Board (CARB) for 2020 and 2035. California's 18 Metropolitan Planning Organizations (MPOs) are ultimately responsible for creation of the SCS's, but SB375 provides an opportunity for preparation by subregional agencies like SANBAG of "sub-SCS's" for inclusion in the regional SCS for the SCAG region.

A Regional Targets Advisory Committee (RTAC) was appointed by the state to advise CARB on the magnitude of the GHG targets, how the statewide total should be apportioned among the regions, how reductions are actually measured, whether our analytical tools are up to the challenge, and what would

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



constitute creditable actions. As the RTAC approaches its September 2009 sunset, a multitude of issues remain unresolved. Some are summarized below, and staff will update and expand on the status of these and others of interest to the committee.

### **Growth Forecast and SB375 Issues**

**Growth Forecast:** the growth forecast to be adopted in conjunction with the 2012 RTP must reflect not only the amount of growth in people, households, and jobs within the region in the 25 years, but also the specific locations in which the growth will occur as a consequence of the SCS. It is therefore a policy forecast and will be inconsistent with many jurisdictions' general plans. An action of the governing boards of such jurisdictions may be needed to acknowledge and support such differences.

**Measurement of the SCS benefit:** the benefit of the SCS forecast and other strategies could be measured against future conditions without implementation of SCS policies (this is known as a "trend baseline") or against a base year, probably 2005. The debate is currently favoring measurement against a base year. SCAG's 2012 RTP is designed around a base year of 2008, so that use of a 2005 base year for calculation of SCS benefit would require additional work.

The units in which the SCS benefit is measured is also an issue. At present, percent emission reduction per capita seems to be the leading candidate. Staff will discuss the implications of this at the meeting.

**Statewide target:** the placeholder target has been 5 million metric ton reduction of CO2 equivalent. Some representatives, particularly from the environmental community and northern California agencies, have advocated higher targets. Others are recommending a bottom-up process by which MPOs can assess what they can expect to achieve and have an opportunity to recommend targets to CARB before targets are finalized.

**Analytical (modeling) tools:** one of the few points of consensus seems to be that models employed by the various agencies tasked with SB375 implementation across the state do not, at present, enable "apples to apples" comparisons among the various regions. Concerns range from the insensitivity of traditional travel demand models to small scale land use change, to the variety of non-standard methods used by various analysts to calculate benefits from the wide variety of strategies that may be incorporated into SCS's by MPO's throughout the state. The RTAC has called for development in the next four to six months of a "spreadsheet tool" (SST) to assist in quantification of

SB375 benefits associated with proposed SCS strategies by local jurisdictions statewide. Most hands-on practitioners believe this to be very unrealistic.

**Form of the strategies:** the SCS's could be prepared through a fairly traditional planning process involving collaboration between the MPO's, other transportation agencies and Councils of Governments, and the local governments. In this case, the MPOs would be principally responsible for quantification of the benefits attributable to the SCS, while transportation agencies would envision transit improvements and local governments would propose land use and urban design strategies. Alternatively, a "best practices" or "cookbook" approach could be followed, in which previously identified actions with previously estimated benefits could be selected for implementation based on a point system. The latter is similar to a program pursued in the South Coast Air Basin by some local governments more than 15 years ago, but it is unclear how it could be applied to land use change as envisioned by SB375. The debate over these two approaches and various combinations of them continues.

**Funding:** funding support for SB375-related effort statewide and at the local level remains questionable at best and is in the hands of the state's Strategic Growth Council. Further, the transit-oriented development envisioned as a cornerstone of SCS strategies statewide is called into question by the state's severe cuts to funding for transit operations.

**Air quality:** clean technologies and fleet conversion are the cornerstone of the Region's and state's light and medium duty vehicle air quality strategies for both criteria pollutants and GHGs, yet they have been taken "off the table" by CARB for purposes of SB375. Many believe that local governments and transportation agencies could assist where statewide regulation alone will prove ineffective.

There also remains a serious disconnect between SB375's impetus for intensified development along major transportation corridors, and data from the medical community showing that proximity to mobile source emissions, especially diesel, is a major public health concern.

**Housing:** SB375's integration of the Regional Housing Needs Assessment into the SCS may result in the only true SB375 mandate for local governments. It may actually prove to be a disincentive for local governments to accept the compaction and intensification of land use intended by SB375 because such intensification would lead to assignment of higher housing needs numbers.

**Issues Specific to the SCAG Region:**

**Delegation to Subregions:** SCAG is the state's only region for which SB375 provides a subregional delegation option. The form this would take, the potential liability incurred, and other "pros and cons" of this decision, including the potential for funding, has been a topic of considerable discussion. As a result of an ad-hoc "retreat" during the September policy committee meetings among Jon Edney, SCAG's President, SCAG management, subregional coordinators from the four large SCAG counties, and staff from three of the county transportation commissions, SCAG is now leaning toward a far less formal and very flexible collaborative processes with local governments, transportation agencies, and subregions. SCAG continues to ask that subregional boards make formal commitments by December 31, 2009 – perhaps through passage of resolutions – to accept some responsibility, but it is now understood that this can range from independent subregional SCS preparation (which staff views as unlikely), to subregional collaboration with SCAG, coordination and technical support for the activities of local governments, and other activities in support of SCS preparation as subregional resources allow. This approach is documented in "Sustainable Communities Strategy Collaborative Process," already in its third draft, that was discussed at the SCAG's Community, Economic, and Human Development Committee meeting in October. This appears to staff to be the approach most likely to gain broader subregional support, including SANBAG's, for SCAG's SCS preparation efforts.

**Subregional targets:** the need for these sub-targets and the method to define them have been hotly debated since April 2009, and the Region is no closer to agreement now than then. SCAG's movement toward multi-agency collaboration and away from formal delegation appears to be a way for the region to sidestep a question that requires no answer, thereby enabling it to focus its resources on more productive activities.

**Coordination with other programs:** SANBAG's Long Range Transit Plan and GHG inventory and reduction planning efforts can both be tailored to support SCS preparation in San Bernardino County. SANBAG planning and transit staffs are coordinating these efforts to be mutually supportive.

**Financial Impact:** This item is consistent with the approved SANBAG Fiscal Year 2009-2010 Budget, Task No. 11210000.

**Reviewed By:** This item was reviewed by the Plans and Program Policy Committee on September 9, 2009.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

## *Minute Action*

AGENDA ITEM: 9

**Date:** October 7, 2009

**Subject:** San Bernardino Valley Traffic Signal Synchronization Program Tier 1 & 2 Final Report

**Recommendation:\*** Receive information on San Bernardino Valley Coordinated Traffic Signal System Plan Tier 1 & 2 Final Report (Executive Summary attached)

**Background:** On September 1, 1999, the SANBAG Board approved development of the San Bernardino Valley Coordinated Traffic Signal System Program (SBVCTSSP) to be implemented over a 10-year period. As part of the program, SANBAG has worked with local jurisdictions and Caltrans to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the Signal Synch program was to decrease arterial travel times, congestion and pollution. Construction of SBVCTSSP required implementation of signal timing and coordination plans, hardware and communication upgrades, support monitoring and maintenance of signal operations. When fully implemented, the program will synchronize approximately 1,300 traffic signals throughout the San Bernardino Valley.

The Program is divided into four implementation tiers; Tiers 1 and 2, which cover approximately 650 traffic signals, and Tiers 3 and 4, with approximately 600 traffic signals. While Tiers 3 & 4 are currently under design with construction scheduled to begin in summer 2010, all field work and signal timing for Tiers 1

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

brd0910c-pc  
Attachment: brd0910c1-pc  
70110000

and 2 were completed in June 2009. Traffic signals central system upgrade (part of Tier 2 scope of work) will be completed by June 2010.

A before and after study was conducted on Tiers 1 & 2 to evaluate the benefits of signal synchronization. Benefits monitored include change in travel time, number of stops, change in average speed and air quality benefits. Signal synchronization has resulted in improvements varied on an arterial-by arterial basis, but system-wide averages amounted to approximately 22% reduction in travel time, approximately 47% reduction in number of stops, and approximately 27% improvement in travel speed during the AM and PM peak periods. A route-by-route summary of these improvements is included in the attached executive summary. Overall mobile source emission reductions are estimated at 15%, while fuel consumption reductions are estimated at 12%.

***Financial Impact:*** This item is consistent with the Fiscal Year 09/10 budget TN7010000

***Reviewed By:*** This item was reviewed by the Plans and Programs Policy Committee on September 9, 2009.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

# Executive Summary Report

## San Bernardino Valley Coordinated Traffic Signal System Plan Tier 1 & 2 Project

*Prepared for*

**San Bernardino Associated Governments**



September 2009

*Prepared by*



---

TRANSPORTATION CONSULTING ENGINEERS

211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835

(714) 992-2990 FAX (714) 992-2883 E-Mail: [aga@albertgrover.com](mailto:aga@albertgrover.com)

## **Executive Summary Report: San Bernardino Valley Coordinated Traffic Signal System Plan Tier 1 & 2 Project**

### **Background/Objective**

Recognizing the benefits of multijurisdictional traffic signal coordination, the San Bernardino Associated Governments (SANBAG) adopted a strategic plan for interconnecting and coordinating more than twelve hundred traffic signals in the San Bernardino Valley Area. The first two components of that plan – designated as Tier 1 and Tier 2 – involve the interconnect and coordination of 652 signalized intersections on approximately 150 miles of arterial highways under the jurisdiction of 14 separate cities, San Bernardino County, and Caltrans. Tier 1 & 2 Project routes and intersections are shown on Exhibit 1.

The goal of the Tier 1 & 2 Project is to reduce travel times and number of stops, and increase average speeds, along the coordinated routes, while also providing enhanced access to freeway interchanges. There were 48 Caltrans interchanges and three State highways included in the Tier 1 & 2 Project. Other agencies participating include the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, and Upland; the County of San Bernardino; and SANBAG.

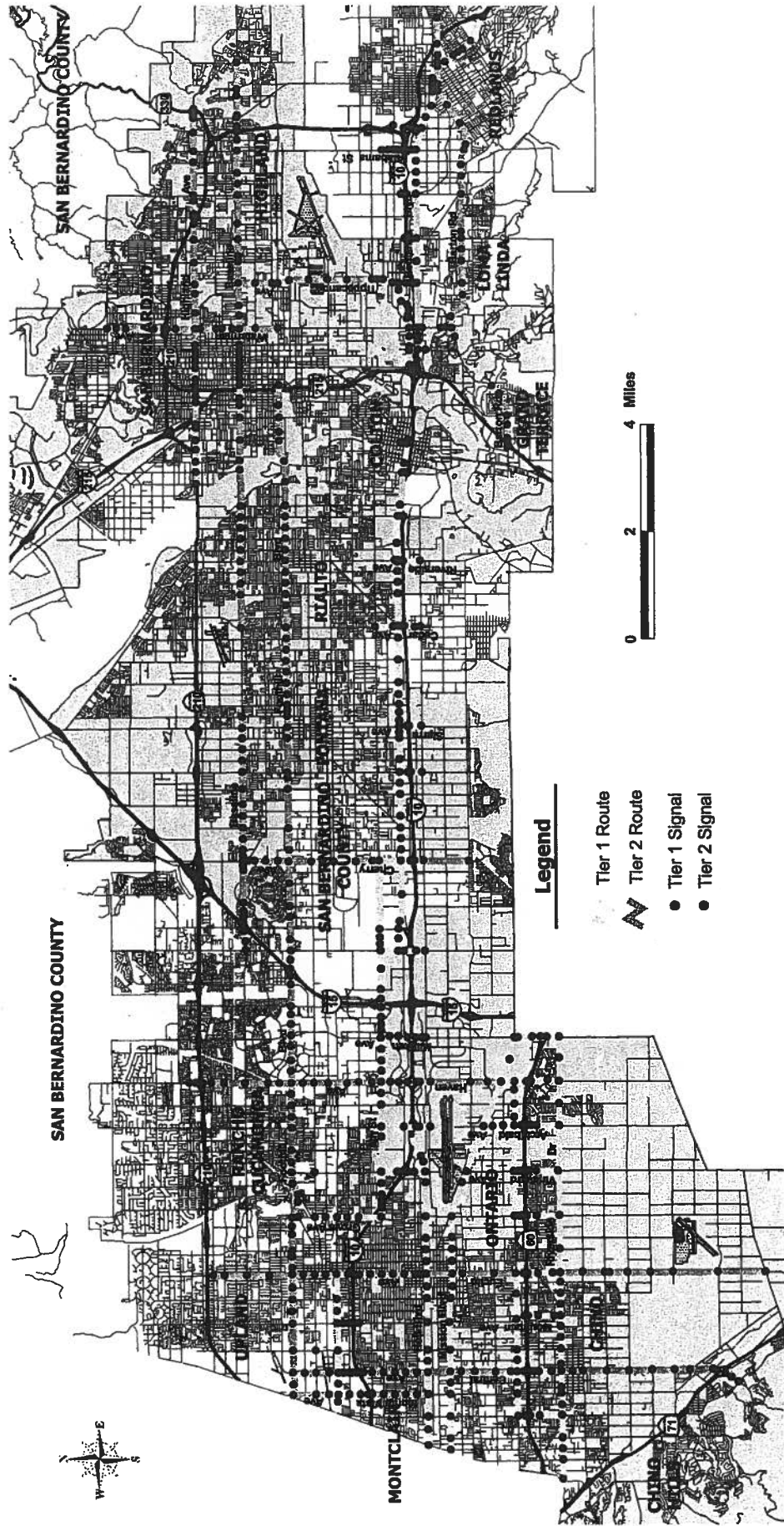
### **Project Methodology**

To develop, implement, and maintain coordination timing at the 652 signalized intersections, the following project tasks were completed:

- Update the hardware/software inventory at all project signalized intersections.
- Design needed infrastructure improvements to enable multijurisdictional traffic signal interconnect and coordination to be implemented.
- Collect traffic volume data.
- Conduct “before” field evaluations.
- Construct needed infrastructure improvements.
- Develop, implement, fine-tune, and monitor the coordination traffic signal timing plans.
- Conduct “after” field evaluations.



# Exhibit 1: Tier 1 & 2 Project Routes and Intersections San Bernardino Valley Coordinated Traffic Signal System Plan



## **Improvements Implemented**

To optimize the effectiveness of multijurisdictional traffic signal timing plans, it was first necessary to design and construct various infrastructure improvements at project intersections and along project routes. Improvements implemented include the construction of additional traffic signal interconnect links (via fiberoptic, hardwire, wireless, and/or cell phone technology) to enable communication between traffic operations control centers (at various local agencies) and project intersections, and between project intersections; the replacement of outdated signal controllers and field masters; the providing of GPS clocks to ensure consistent time at all intersections (a necessity for optimum traffic signal coordination between non-connected systems); and various other related infrastructure improvements as required. New signal controllers, cabinets, field masters, wireless spread spectrum interconnect links, hardwire interconnect links, fiberoptic interconnect links, telephone drops, cell phone modems, and communication modems/Ethernet switches were installed throughout the project area.

## **Project Results**

Once infrastructure improvements were in place, the newly engineered coordination signal timing plans were implemented and fine-tuned. Performance measures for the “after” conditions were compared with those for “before” conditions. Improvements varied on an arterial-by-arterial basis, but system-wide averages amounted to approximately 22% reduction in travel time, approximately 47% reduction in number of stops, and approximately 27% improvement in travel speed during the AM and PM peak periods. A route-by-route summary of these improvements is included as Exhibit 2. Overall mobile source emission reductions are estimated at 15%, while fuel consumption reductions are estimated at 12%, resulting in a savings of millions of dollars per year for the motoring public. Coordinated efforts of the project team, coupled with excellent cooperation provided by all participating agencies, and implementation of various innovative traffic engineering solutions to optimize timing, together with the operation of signal control systems without regard to jurisdictional boundaries, resulted in a much greater than typical improvement expected.

## **Conclusions/Recommendations**

In summary, the following key components were essential in the successful implementation of the Tier 1 & 2 coordinated traffic signal system:

1. Use of a common time source for exact time-of-day at each agency system.

## Exhibit 2: Tier 1 & 2 Systemwide Average Improvements San Bernardino Valley Coordinated Traffic Signal System Plan

Arterial	Agency(ies)	Distance (Miles)	Number of Signals	Average Improvements (AM/PM)		
				Travel Time	Number of Stops	Average Speed
4th Street (Vineyard Ave - Barrington Ave)	ONT, RCA, CAT	4.6	17	20%	48%	27%
Alabama Street (Industrial Park - Citrus Plaza)	RED, SBO, CAT	0.5	6	46%	66%	35%
Archibald Avenue (4th Street - Guasti Rd)	ONT, RCA, CAT	0.9	4	15%	30%	17%
Archibald Avenue (Riverside Dr - Francis St)	ONT	1.5	8	21%	54%	30%
Arrow Hwy/8th Street (Monte Vista Ave - Euclid Ave)	MONT, UPL	2.7	8	7%	29%	8%
Barton Road (Preston St - I-215 Ramps)	GTX, CAT	1.2	6	30%	80%	44%
Baseline Street (I-15 SB Ramps - Almeria Avenue)	RCA, FON, CAT	3.2	16	9%	28%	11%
Baseline Street (Cedar Ave - Walgreens)	RIA, SBC, HIL, CAT	11.6	42	11%	43%	13%
Cedar Avenue (San Bernardino Ave - Slover Ave)	SBO, CAT	1	7	25%	37%	42%
Central Avenue (Arrow Rte - Chino Hills Pkwy)	UPL, MONT, SBO, CHINO, CAT	8.1	33	25%	57%	25%
Euclid Avenue (11th Street - Riverside Drive)	ONT, UPL, CAT	5.8	26	16%	42%	19%
Foothill Boulevard (Monte Vista Ave - Masi Dr)	UPL/RCA	8.6	32	27%	66%	37%
Foothill Boulevard (Almeria Ave - Meridian Ave)	RIA, FON, CAT	6.4	25	14%	40%	18%
Grove Avenue (Philadelphia St - Riverside Dr)	ONT, CAT	1	6	31%	67%	46%
Haven Avenue (19th St - Riverside Dr)	ONT, RCA, CAT	7.8	28	13%	33%	15%
Highland Avenue (Medical Center Dr - SR 330 Ramps)	SBC, CAT, HIL	7.6	31	15%	36%	18%
Holt Boulevard (Amherst Ave - Mountain Ave)	MONT, ONT	2.4	7	20%	52%	26%
Hospitality Lane (Hunts Lane - Hariman Pl)	SBC, CAT	1.1	8	20%	41%	31%
Milliken Avenue (4th Street - I-10 Ramps)	ONT, CAT	0.8	5	12%	23%	15%
Monte Vista Ave (Holt Blvd - Richlon St)	MONT, CAT	2.2	11	12%	31%	13%
Mountain Avenue (8th St - I-10 Ramps)	UPL, CAT	0.4	5	26%	48%	22%
Mountain Avenue (Riverside Dr - Philadelphia St)	ONT, CHINO, CAT	1	6	37%	74%	62%
Redlands Boulevard (New Jersey St - Highland Ave)	RED	3.7	17	23%	62%	31%
Riverside Avenue (San Bernardino Ave - Slover Ave)	RIA, CAT	1	7	39%	49%	66%
Riverside Drive (Reservoir St - Fern Ave)	CHINO	4.4	17	11%	50%	13%
Tennessee Street (Redlands Blvd - Lugonia Ave)	RED, CAT	0.7	5	14%	46%	15%
Tippecanoe Avenue (Redlands Blvd - 5th Street)	LLA, SBC, SBO, CAT	3.2	14	8%	56%	9%
Vineyard Avenue (4th Street - Holt Blvd)	ONT, CAT	1	7	15%	46%	19%
Vineyard Avenue (Philadelphia St - Pep boys)	ONT, CAT	0.3	5	19%	32%	22%
Washington/Barton Road (Weir Rd - Cajon St/Orange St)	SBC, LLA, RED	5.9	17	14%	51%	16%
<b>Systemwide Average Improvement: (Weighted Average)</b>				<b>22%</b>	<b>47%</b>	<b>27%</b>

CAT - Caltrans, CHINO - City of Chino, CHINOH - City of Chino Hills, COL - City of Colton, FON - City of Fontana, GTX - City of Grand Terrace, HIL - City of Highland, LLA - City of Loma Linda, MOT - City of Montclair, ONT - City of Ontario, RCA - City of Rancho Cucamonga, RED - City of Redlands, RIA - City of Rialto, SBC - City of San Bernardino, SBO - County of San Bernardino, UPL - City of Upland.

2. Use of a common signal system cycle length when developing optimized coordination traffic signal timings between jurisdictions.
3. Implementation of upgraded traffic signal controllers and communication devices to integrate field devices with traffic operational centers.
4. Engineering development, implementation, and fine-tuning of optimized signal timing parameters based on prevailing traffic patterns, while recognizing heavy turning movements at freeway interchanges and at major crossing arterials.
5. Multi-agency common goal of increasing arterial thru-put volume with reduced stops and delays, thereby maintaining acceptable levels of service.
6. Cooperation and support from all participating cities, the County, and Caltrans.
7. Performance monitoring after project “Turn-on” via extensive signal timing fine-tuning adjustments, field reviews and equipment repair of the inter-jurisdictional coordinated traffic signal system.

In addition, the development of a Memorandum of Understanding for the project between SANBAG and participating agencies, specifically defining agency roles and responsibilities, is an essential component to the success of the project. Key elements of project success – including coordination with Caltrans, local agency support and cooperation, and performance monitoring of coordinated traffic signal systems – are aspects that need to be carried forward into future Valley-Wide signal synchronization efforts.

There are several recommendations for future actions that are critical to monitoring the improvements realized as a result of this project and to achieve additional future benefits. In addition to the ongoing system monitoring and maintenance previously noted, it is important that corridor-wide coordination signal timing plans to be updated on a regular basis – at least once every three years, and more often if traffic conditions change substantially. It is also important that traffic signal infrastructure be updated on an as-needed basis, especially the communication and control components.

One final key recommendation to further improve traffic operational capability of intersections and arterial highways in the San Bernardino Valley relates to capacity enhancements. A follow-up project that identifies key “bottleneck locations” where physical roadway improvements, such as restriping or widening, need to occur, and the development of plans to enact such enhancements, is a necessary step to further increasing mobility throughout the Valley.

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 10

**Date:** October 7, 2009

**Subject:** Deprogramming of Unobligated Surface Transportation Program (STP) and Congestion Mitigation/Air Quality (CMAQ) Funds in Response to the Federal Highway Administration's (FHWA's) Rescission Notice

- Recommendation:\***
1. Receive information on rescission notices from the Federal Highway Administration for unobligated federal-aid highway funds.
  2. Approve deprogramming of \$4,287,000 in STP funds and \$3,000,800 in CMAQ funds from programmed projects listed below that have not been delivered in accordance with contractual commitments.
    - a. The El Mirage Road reconstruction project totaling \$1,376,000 in STP.
    - b. The Adelanto/Auburn Jonathan paving project, totaling \$224,000 CMAQ.
    - c. The Needles Highway project, totaling \$1,435,000 in STP.
    - d. The National Trails project, totaling \$1,476,000 in STP. The SANBAG Board allocated funds to the project in January 2001.
    - e. The Upland Metrolink station project, totaling \$2,776,800 in CMAQ.
  3. Direct staff to give these projects renewed priority at such time as they are ready to initiate the next phase of work for which the original allocation was provided, subject to the availability of funds.

---

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained*

*Witnessed:* \_\_\_\_\_

***Background:***

The Federal Transportation Act, SAFETEA-LU, contains a statutory provision for rescission based on the aggregate amounts of federal transportation funding apportioned to each state. On April 13, 2009, FHWA, via notice N4510.7, released a \$3.15 billion rescission of unobligated federal-aid highway funds, of which California's rescission share is approximately \$293.2 million. The local share is \$95 million, including the Highway Bridge Program (HBP). The state elected to rescind unobligated CMAQ funds in the amount of \$61 million to meet the rescission requirements. At the time of the Notice, San Bernardino had a \$69 million unobligated CMAQ balance, or 11.38 percent of total state balance. The state used the \$69 million figure to calculate SANBAG's share of the rescission, for a total of \$5.5million. The state chose to ignore the SANBAG Fiscal Year 2008/2009 obligation plan that clearly indicated a \$56 million CMAQ need for Fiscal Year 2008/2009 because of the Interstate 215 (I-215) projects. The State argued that the calculation baseline needs to be established in responding to the Notice date, April 13, 2009. Because of a record 152 percent Obligation Authority (OA) delivery as of May 1, 2009 related mainly to early delivery of the I-215 project, SANBAG has already obligated the majority of available apportionments. This suggests that the reduction will affect future apportionments.

On August 25, 2009, FHWA, via N4510.710, released another \$8.71 billion rescission of unobligated federal-aid highway funds apportioned to the States. California's rescission share of the second round of rescissions is approximately \$793.5 million. The state is presently evaluating this impact, and it is expected that SANBAG will suffer another cut in future apportionments. However, SANBAG's minimal unobligated apportionment balance may reduce our share of the loss as compared to the initial notice.

SANBAG has guarded against loss of local assistance funds as a result of State requirements such as AB1012 ("Use it or lose it") with contracts executed with sponsoring agencies. However, this is insufficient to protect against loss to federal rescissions, which usually come with little or no advance notice. Therefore, SANBAG needs to implement a strategy to minimize unobligated apportionment balances by more aggressive project delivery. Since June 2009, SANBAG staff has met with local jurisdictions to get status updates on projects that have been programmed for at least six years without obligation of federal funds.

Staff recommends de-programming of local assistance funds from projects that are still in the environmental process. Once the project nears receipt of environmental clearance, the projects will be given renewed funding priority contingent upon the availability of funding, to ensure federal requirements for demonstration of funding for the next phase of work are met. Projects recommended for deprogramming in accordance with this strategy are as follows:

1. The El Mirage Road reconstruction project totaling \$1,376,000 in STP. The SANBAG Board allocated funds to the project in November 2000.
2. The Adelanto/Auburn Jonathan paving project, totaling \$224,000 CMAQ. The SANBAG Board allocated funds to the project in January 2001.
3. The Needles Highway project, totaling \$1,435,000 in STP. The SANBAG Board allocated funds to the project in January 2001.
4. The National Trails project, totaling \$1,476,000 in STP. The SANBAG Board allocated funds to the project in January 2001.
5. The Upland Metrolink station project, totaling \$2,776,800 in CMAQ. The SANBAG Board allocated funds to the project in August 2003.

***Financial Impact:*** This item has no financial impact to SANBAG's Fiscal Year 2009-2010 Budget. These funds are allocated by SANBAG to local agencies but do not flow through the SANBAG budget.

***Reviewed By:*** This item was unanimously recommended for approval by the Plans and Programs Policy Committee on September 9, 2009, and the Mountain/Desert Committee on September 25, 2009. The Mountain/Desert Committee directed that SANBAG's commitment to these projects be strengthened by indicating that they would receive funding priority at such time as they are demonstrably ready to initiate the next phase of work.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming



## *Minute Action*

### **AGENDA ITEM: 11**

**Date:** October 7, 2009

**Subject:** Replacement of \$700,000 in American Recovery and Reinvestment Act (ARRA) Transportation Enhancement Activities (TEA) Funds with State Transportation Improvement Program (STIP) TEA funds for the State Route 210/Interstate 15 Interchange Landscape Project, and Reallocation of ARRA TEA Funds

**Recommendation:\*** 1. Approve allocation of \$700,000 of STIP TEA funds for the State Route 210/Interstate 15 Interchange Landscape Project utilizing the Community Conservation Corps and the California Conservation Corps (collectively referred to as Corps).

2. Approve reallocation of \$700,000 of ARRA TEA funds as follows:

Pacific Electric Trail; City of Fontana, \$300,000

Mission Boulevard Landscape Project; City of Montclair, \$300,000

Church Street Beautification Project; City of Rancho Cucamonga, \$100,000

**Background:** AB3X20 was passed by the California state legislators to guide how state would distribute the 70% portion of ARRA funds apportioned to the state pursuant to federal law. The Bill provided that 37.5% of the ARRA funds are programmed by Caltrans, and 62.5% of the funds are apportioned to the regional agencies based on the existing formula for allocation of federal regional surface transportation improvement program funds. The bill also required a portion of these funds (3%) to be TEA funds. SANBAG received a total ARRA distribution of \$80,931,585 funds, of which \$2,431,525 is designated for TEA projects.

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



To implement ARRA TEA projects, Senate Bill 286 requires Caltrans in consultation with the Corps, the California Transportation Commission (CTC) and Regional Transportation Planning Agencies (RTPA) to use project selection criteria that give priority to eligible projects sponsored by entities that partner with or commit to employ the Corps to construct or undertake TEA projects.

SANBAG contributed \$700,000 in ARRA TEA funds to Caltrans' State Route 210/Interstate 15 Interchange landscaping project that would utilize Corps to perform the work. The Caltrans contribution was over \$1 million. However, recently the Federal Highway Administration (FHWA) notified Caltrans that ARRA funded TEA projects must go through a competitive bidding process and pay prevailing wage. This determination is based on the language in ARRA Act itself, and applies to projects both on and off the State Highway System.

Since FHWA's determination does not apply to STIP TEA funds, SANBAG staff seeks approval to program \$700,000 of STIP TEA funds in exchange for \$700,000 in ARRA TEA funds to meet the intent of SB286. The additional STIP TEA funding is available because the Rim of the World Scenic Trail no longer requires \$800,000 of STIP TEA funds in Fiscal Year 2009/2010.

In order to meet the January 2010 obligation deadline for ARRA TEA funds, "shelf ready" transportation enhancement projects (complete design and National Environmental Policy Act clearance) were identified as a result of a SANBAG-initiated call for projects in early 2009, conducted in preparation for potential ARRA funding. Based on responses to that call, the following projects can meet the delivery deadline. Although local agencies requested larger amounts of ARRA TEA funds, \$700,000 is actually available and staff recommends the following allocations:

1. Pacific Electric Trail; City of Fontana, \$300,000
2. Mission Boulevard Landscape Project; City of Montclair, \$300,000
3. Church Street Beautification Project; City of Rancho Cucamonga, \$100,000

***Financial Impact:*** Staff activities associated with this item is consistent with the adopted SANBAG Fiscal Year 2009-10 Budget, Task No. 37310000. ARRA TEA and STIP TEA funds allocated to local agencies are administered by Caltrans and do not flow through the SANBAG budget.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on September 9, 2009.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 12

**Date:** October 7, 2009

**Subject:** Disposition of Property for State Street/University Parkway Grade Separation project in the City and County of San Bernardino

**Recommendation:\*** Approve the transfer of property listed in attached Exhibit A, which were acquired for the State Street/University Parkway Grade Separation Project and are held in the name of San Bernardino County Transportation Commission, to the City and County of San Bernardino, at no cost by quitclaim deeds upon approval of the deeds by SANBAG Legal Counsel.

**Background:** SANBAG has been the lead agency for the design and construction of the State Street/University Parkway Grade Separation project on behalf of the City and County of San Bernardino. SANBAG also acquired right of way required for the project in the name of San Bernardino County Transportation Commission. The cost for the right of way was paid by Measure I dollars with full reimbursement from the Transportation Congestion Relief Program (TCRP). Although all the property has been acquired, there are several properties upon which final legal proceedings from the condemnation process will not be complete for several more months.

Construction has now been completed on this project and maintenance for the new improvements has been turned over to the City and County of San Bernardino in their respective jurisdictions. For the City and County to add this new project into their respective systems, they need title to the right of way upon which the project is located. The property transfer will be at no cost and the transfer instruments will be quit claim deeds.

The quit claim deed will be completed as the properties legal proceedings are finalized. The deeds will be reviewed and approved by SANBAG's legal counsel

\*

---

*Approved*  
*Board of Directors*

*Date: October 7, 2009*

*Moved:                      Second:*

*In Favor:              Opposed:              Abstained:*

*Witnessed: \_\_\_\_\_*

prior to being executed by SANBAG's President. Upon the President's execution the deeds will be delivered to the City and County for acceptance.

***Financial Impact:*** Item is consistent with current Fiscal Year 2009/2010 Budget. TN 87110000

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on September 10, 2009.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

Exhibit A

Assessor's Parcel Number (APN) - all parcels to be transferred to County of San Bernardino unless noted otherwise:

0267-241-17  
0267-241-18  
0267-241-4, 5, 6, and 19 (partial)  
0267-241-20 (partial)  
0268-091-20 (partial)  
0267-242-01 (partial)  
0267-241-15  
0267-241-16 (partial)  
0267-241-12 (partial)  
0267-241-13 (partial)  
0267-241-14 (partial)  
0268-071-06 (partial)  
0267-221-14 (partial)  
0267-231-16 (partial)  
0267-231-17 and 18 (partial)  
0267-241-11 (partial)  
0268-091-18 and 19 (partial)  
0267-561-13 (partial) to City of San Bernardino  
0268-071-07 (partial)  
0268-071-20 (partial)